

COUNTERCLAIM EXHIBIT A

Case No. 2:21-cv-0811 TSZ

Limited Software License Agreement (Last updated March 6, 2020)

For all purposes, this English language version of this Agreement shall be the original, governing instrument and understanding of the parties. In the event of any conflict between this English language version of the Agreement and any subsequent translation into any other language, this English language version shall govern and control.

IMPORTANT NOTICE FOR RESIDENTS IN NORTH AMERICA ONLY: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED BELOW.

SOFTWARE LICENSE AGREEMENT

USE OF THIS SOFTWARE PROGRAM (AND ANY PATCHES AND UPDATES), INCLUDING BUT NOT LIMITED TO ANY TITLES, COMPUTER CODE, THEMES, OBJECTS, CHARACTERS, CHARACTER NAMES, STORIES, DIALOG, CATCH PHRASES, LOCATIONS, CONCEPTS, ARTWORK, ANIMATION, SOUNDS, MUSICAL COMPOSITIONS, AUDIO-VISUAL EFFECTS, METHODS OF OPERATION, MORAL RIGHTS AND ANY RELATED DOCUMENTATION INCORPORATED INTO THIS SOFTWARE PROGRAM, THE ASSOCIATED MEDIA, PRINTED MATERIALS, AND/OR ONLINE OR ELECTRONIC DOCUMENTATION (COLLECTIVELY, THE "PROGRAM") IS SUBJECT TO THIS SOFTWARE LICENSE AGREEMENT (THIS "AGREEMENT"). IF YOU ARE UNDER THE AGE OF MAJORITY IN YOUR JURISDICTION OR EIGHTEEN (18) YEARS OF AGE, WHICHEVER IS OLDER, PLEASE ASK YOUR PARENT OR GUARDIAN TO READ AND ACCEPT THIS AGREEMENT ON YOUR BEHALF BEFORE YOU USE THE PROGRAM. BY OPENING THIS PACKAGE, DOWNLOADING, INSTALLING, AND/OR USING THE PROGRAM, YOU ACCEPT THE TERMS OF THIS AGREEMENT BETWEEN YOU AND BUNGIE, INC. ("BUNGIE"). IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO INSTALL, COPY, OR USE THE PROGRAM. IF YOU WISH TO REJECT THE TERMS OF THIS AGREEMENT, YOU MUST NOT INSTALL, COPY, OR USE THE PROGRAM.

BUNGIE'S PRIVACY POLICY AVAILABLE AT
<http://www.bungie.net/en/View/bungie/privacy> SHALL BE DEEMED TO BE PART OF THE "AGREEMENT" ACCEPTED AND AGREED TO BY YOU AND THE TERMS OF SUCH ARE INCORPORATED HEREIN BY REFERENCE.

FOR RESIDENTS OUTSIDE NORTH AMERICA: IF YOU (OR, IF APPLICABLE, YOUR PARENT OR GUARDIAN) DO NOT AGREE TO THIS AGREEMENT, THEN YOU MUST NOT USE OR ACCESS THE PROGRAM OR ANY PART THEREOF. BY

“CLICKING TO ACCEPT,” YOU REPRESENT AND WARRANT THAT YOU ARE A “NATURAL PERSON” WHO IS OVER THE AGE OF EIGHTEEN (18) OR WHOSE LEGAL GUARDIAN HAS ACCEPTED AND AGREED TO THIS AGREEMENT. IF YOU REJECT THIS AGREEMENT, YOUR RETURN RIGHTS IN RELATION TO THE PROGRAM ARE GOVERNED BY YOUR STATUTORY RIGHTS IN THE COUNTRY WHERE YOU BOUGHT THE PROGRAM. NOTHING IN THIS PARAGRAPH SHALL AFFECT YOUR STATUTORY RIGHTS. PLEASE NOTE THAT YOUR RIGHTS IN RESPECT OF ONLINE SERVICES AND LIVE CONTENT ARE COVERED IN SECTIONS BELOW. YOUR USE OF THE PROGRAM SHALL BE SUBJECT TO THE TERMS OF BUNGIE’S PRIVACY POLICY AVAILABLE AT

<http://www.bungie.net/en/View/bungie/privacy>.

SERVICES AND TERMS OF USE: USE OF CERTAIN FEATURES OF THE PROGRAM, INCLUDING ONLINE OR MULTIPLAYER COMPONENTS, OR UPDATED FEATURES, MAY REQUIRE ASSENT TO ADDITIONAL TERMS OF SERVICE. IF YOU DO NOT ASSENT TO ADDITIONAL TERMS OF SERVICE, YOU MAY NOT BE ABLE TO ACCESS OR USE ADDITIONAL GAME FEATURES. PLEASE REVIEW THE ADDITIONAL TERMS OF SERVICE AT

<http://www.bungie.net/en/View/Bungie/terms> BEFORE INSTALLING OR USING THE PROGRAM.

LIMITED USE LICENSE: Bungie grants you the non-exclusive, personal, non-transferable, limited right and license to install and use one copy of this Program solely for your non-commercial use. All rights not specifically granted are reserved by Bungie. The Program is licensed, not sold, for your use. Your license confers no title or ownership in this Program, and should not be construed as a sale of any rights in this Program. This Agreement shall also apply to patches or updates you may obtain for the Program, unless that patch or update is accompanied by additional terms as provided in the section regarding “Changes to the Agreement” below.

LICENSE CONDITIONS: This license is subject to the following limitations (“License Limitations”). Any use of the Program in violation of the License Limitations will result in an immediate termination of your license, and continued use of the Program will be an infringement of Bungie’s copyrights in and to the Program. You agree that you will not do, or allow, any of the following: (1) exploit this Program or any of its parts commercially; (2) use this Program on more than one computer/console at the same time; (3) copy, reproduce, distribute, display or use any part of this Program except as expressly authorized by Bungie herein; (4) copy this Program onto a hard drive or other storage device unless the Program itself makes a copy during installation, or unless you are downloading this Program from an authorized Bungie online reseller; (5) use the Program in a network, multi-user arrangement,

or remote access arrangement, including any online use except as included in the Program functionality; (6) sell, rent, lease, license, distribute, or otherwise transfer this Program or any copies thereof; (7) reverse engineer, derive source code, modify, decompile, disassemble, or create derivative works of this Program, in whole or in part; (8) hack or modify the Program, or create, develop, modify, distribute, or use any unauthorized software programs to gain advantage in any online or multiplayer game modes; (9) receive or provide “boosting services,” to advance progress or achieve results that are not solely based on the account holder’s gameplay, (10) remove, disable, or circumvent any proprietary notices or labels contained on or within the Program; (11) export or re-export this Program in violation of any applicable laws or regulations of the United States government. VIOLATION OF THESE LICENSE CONDITIONS BY YOU OR ANY THIRD PARTY USING YOUR ACCOUNT MAY RESULT IN A SUSPENSION OR BAN, IN ADDITION TO ALL OTHER REMEDIES AVAILABLE TO BUNGIE.

LIVE AND TIME-LIMITED GAME ELEMENTS: Your use of the Program involves interaction with Bungie’s live game environment. The Program and its live game environment change over time. Bungie does not guarantee that you will be able to participate in all events or earn all in-game achievements. Access to some Live Content may require additional purchase. Some in-game elements, including without limitation, Live Content associated with season passes, are made available to players for a limited time. Where season pass Live Content is time-limited, Bungie will use reasonable efforts to communicate this to you within the Program or otherwise. Bungie may extend the time-limit for Live Content, including season passes, at its option with or without advanced notice. Fees charged for time-limited content are based on access to the applicable content during the time period indicated at the time of purchase, and apply whether or not you actually access the content. Season pass rewards earned during a given season must be redeemed during that season, unless Bungie elects to provide a grace period for redemption in its sole discretion.

OWNERSHIP: All title, ownership rights, and intellectual property rights in and to the Program and any copies thereof are owned by Bungie. This Program is protected by the copyright laws of the United States, international copyright treaties, and conventions and other laws. This Program contains certain licensed materials, and Bungie’s licensors may protect their rights in the event of any violation of this Agreement.

PATCHES AND UPDATES: Bungie may deploy or provide patches, updates, and modifications to the Program that must be installed for you to continue to use the Program. Bungie may update the Program remotely without notifying you, and you hereby grant to Bungie consent to deploy and apply such patches, updates, and modifications.

LIMITED WARRANTY: Bungie warrants to the original consumer purchaser of this Program that the physical media on which this Program is stored and any physical accessories (together the “Goods”) will be free from defects in material and workmanship for 90 days from the date of purchase. If the Goods are found defective within 90 days of original purchase, Bungie agrees to replace, free of charge, any such defective Goods within such period, upon its receipt of the Program (postage paid, with proof of the date of purchase) so long as the Goods are still being manufactured by Bungie. If the Goods are no longer available, Bungie retains the right to substitute similar goods of equal or greater value. This warranty is limited to the Goods, as originally provided by Bungie, and is not applicable to normal wear and tear. This warranty shall not be applicable, and shall be void, if the defect has arisen through abuse, mistreatment, or neglect. Any implied warranties prescribed by statute are expressly limited to the 90-day period described above. EXCEPT AS SET FORTH HEREIN, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

For customers in EU and other countries: This warranty is provided without prejudice to your statutory rights as a consumer which will always prevail. Bungie will only be responsible for any loss or damage you suffer that is a foreseeable result of the breach of this Agreement by Bungie or its negligence. Nothing in this Agreement shall limit or exclude our liability for death or personal injury resulting from negligence, fraudulent misrepresentation; or any other liability that cannot be excluded or limited by English law.

This section shall prevail over all other parts of this Agreement.

LIMITATION ON DAMAGES: IN NO EVENT WILL BUNGIE BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE, OR MALFUNCTION OF THE PROGRAM, INCLUDING DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, EVEN IF BUNGIE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUNGIE’S LIABILITY SHALL NOT EXCEED THE ACTUAL PRICE PAID FOR THE LICENSE TO USE THIS PROGRAM. SOME STATES/COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR THE EXCLUSION OR LIMITATION OF DAMAGES, SO THE ABOVE LIMITATIONS AND/OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

TERMINATION: Without prejudice to any other rights of Bungie, this Agreement will terminate automatically if you fail to comply with its terms and conditions. In such event, you must destroy all copies of this Program and all of its component parts. You may also terminate the Agreement at any time by permanently deleting any installation of the Program, and destroying all copies of the Program in your possession or control. Bungie

may terminate this Agreement at any time for any reason or no reason. In such event, you must destroy all copies of the Program and all of its component parts. The License Limitations, limitation on damages, limited warranty, indemnity, and miscellaneous provisions shall survive termination of this Agreement.

U.S. GOVERNMENT RESTRICTED RIGHTS: The Program has been developed entirely at private expense and are provided as "Commercial Computer Software" or "restricted computer software." Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clauses in DFARS 252.227-7013 or as set forth in subparagraph (c)(1) and (2) of the Commercial Computer Software Restricted Rights clauses at FAR 52.227-19, as applicable. The Contractor/Manufacturer is Bungie, Inc., 550 106th Ave NE #207, Bellevue, Washington 98004.

INJUNCTION: Because Bungie would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that Bungie shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as Bungie may otherwise have under applicable laws.

INDEMNITY: You agree to indemnify, defend, and hold Bungie, its partners, affiliates, licensors, contractors, officers, directors, employees, and agents harmless from all damages, losses and expenses arising directly or indirectly from your breach of this Agreement and/or your acts and omissions in using the Program pursuant to the terms of this Agreement.

CHANGES TO THE AGREEMENT: Except for the sections regarding "BINDING ARBITRATION" and "CLASS ACTION WAIVER" below, Bungie reserves the right, at its sole discretion, to change, modify, add to, supplement or delete any of the terms and conditions of this Agreement, at any time and by any means, including, without limitation, (1) by posting the modifications to <http://bungie.net/sla>; and/or (2) by requiring you to "click to accept" when Bungie upgrades or patches the Program, and your continued use of the Program constitutes your acceptance of the modifications. The changes to the Agreement will be effective upon prior notice as follows: Bungie will post the revised version of this Agreement on its website, may include the terms with a patch or update and require acceptance as part of the installation process, or may provide such other notice as Bungie may elect in its sole discretion. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you may terminate this Agreement and receive a refund in accordance with this Agreement. Your installation and use of any of Bungie's updates, patches or modifications to the Program or your continued use of the Program following notice of changes to this Agreement will demonstrate your

acceptance of any and all such changes. If any future modifications are implemented as a "click to accept" agreement, you may not be able to continue using the Program unless you affirmatively accept the modified Agreement.

LIVE CONTENT: "Live Content" consists of content provided to Program users (e.g., unlockable content, gear, live events, activities, destinations, accounts, stats, virtual assets, virtual currencies, codes, and achievements) in connection with use of the Program. While the Program may allow you to "earn", "buy", or "purchase" Live Content within or in connection with gameplay, you do not in fact own or have any property interest in the Live Content. Unless otherwise specified in writing, any Live Content that you receive is licensed to you as set forth herein, and you shall have no ownership right thereto. Unless specifically permitted by Bungie, you may not, sell, lend, rent, trade, or otherwise transfer any Live Content. Live Content may be altered, removed, deleted, or discontinued by Bungie at any time (e.g., upon termination of this Agreement and/or cessation of online support for the Program), even if you have not "used" or "consumed" the Live Content prior to alteration, removal, deletion, or discontinuation. Some Live Content, including without limitation, activities, maps, and gear, may be made available to players for only a limited time. Live Content has no monetary value and does not constitute property of any type.

Without limiting the above, Live Content may include virtual coins, points or other virtual currencies ("Virtual Currency"). By purchasing or otherwise acquiring Virtual Currency, you obtain a limited license (which is revocable by Bungie at any time unless otherwise required by applicable laws) to access and select from other Live Content. Virtual Currency has no monetary value and does not constitute currency or property of any type. Virtual Currency may be redeemed for other Live Content only, if at all. Virtual Currency cannot be sold or transferred, and cannot be exchanged for cash or for any other goods and services, except for other Live Content, where applicable. Subject to applicable local law, Virtual Currency is non-refundable. You are not entitled to a refund or any other compensation such as Live Content for any unused Virtual Currency and unused Virtual Currency is non-exchangeable. There may be Live Content (should you choose to purchase it) which will require you to make a payment with real money, the amount of which will be set out in the Program. Live Content purchases are non-refundable and you acknowledge that this is the case and that you will have no right to change your mind and cancel (sometimes known as a 'cooling off' right) once your purchase is complete. Depending on your platform, any Live Content purchased, may be purchased from your platform provider and such purchase will be subject to your platform provider's Terms of Service and User Agreement. Please check usage rights for each purchase as these may differ from item to item. Unless otherwise shown, content available in any game store has the same age rating as the game.

For SIEA users: When accessing the Program on a Sony PlayStation® product, purchase and use of items are subject to Sony's Network Terms of Service and User Agreement. This

online service has been sublicensed to you by Sony Interactive Entertainment America.

For SIEE users: When accessing the Program on a Sony PlayStation® product, any content purchased in an in-game store will be purchased from Sony Interactive Entertainment Network Europe Limited (“SIENE”) and be subject to PlayStation™Network Terms of Service and User Agreement which is available on the PlayStation®Store. Please check usage rights for each purchase as these may differ from item to item. Unless otherwise shown, content available in any in-game store has the same age rating as the game.

AVAILABILITY:

For residents in North America: Bungie does not guarantee that any online services, play or features associated with the Program (collectively, “Online Services”) or Live Content will be available at all times or at any given time or that Bungie will continue to offer Online Services or Live Content for any particular length of time. Bungie may change and update Online Services or Live Content without notice to you. Bungie makes no warranty or representation regarding the availability of Online Services and reserves the right to modify or discontinue Online Services in its sole discretion without notice, including for example, ceasing an Online Service for economic reasons due to a limited number of users continuing to make use of the Online Service over time. NOTWITHSTANDING ANYTHING TO THE CONTRARY, YOU ACKNOWLEDGE AND AGREE THAT ONLINE SERVICES MAY BE TERMINATED IN WHOLE OR IN PART AT BUNGIE’S SOLE DISCRETION WITHOUT NOTICE TO YOU. IN CONNECTION WITH ONLINE SERVICES’ TERMINATION, YOUR ABILITY TO ACCESS, USE AND PLAY THE PROGRAM MAY BE TERMINATED IN ITS ENTIRETY, AND ANY AND ALL LIVE CONTENT LICENSED TO YOU MAY BE TERMINATED. YOU ASSUME ANY AND ALL RISK OF LOSS ASSOCIATED WITH THE TERMINATION OF ONLINE SERVICES AND ANY LOSS OF LIVE CONTENT OR OTHERWISE.

For residents outside North America: Subject to the next sentence, Bungie does not guarantee that any Online Services or Live Content will be available or error-free at all times or at any given time. Bungie warrants that the Program, in addition to any Live Content which has been paid-for with real money, will substantially comply with the description provided by it at the point of purchase and be of satisfactory quality (in addition any related services provided through them will be provided with reasonable care and skill). Bungie may change and update Online Services or Live Content without notice to you (provided always that any such changes do not result in material degradation in the functionality of the Program or any Live Content which has been paid-for with real money). Bungie makes no warranty or representation regarding the availability of Online Services and/or Live Content which are free (i.e. not paid-for with real money) and each reserve the right to modify or

discontinue them in its sole discretion without notice to you, including for example, for economic reasons due to a limited number of users continuing to make use of them over time. Bungie is not liable or responsible for any failure to perform, or delay in performance of, any of its obligations that is caused by events outside its reasonable control. If such circumstances result in material degradation in the functionality of the Program or Live Content then your obligation to make any payment to download, use or access them will be suspended for the duration of such period. Bungie is entitled to modify or discontinue Online Services and/or Live Content which are paid-for with real money in its sole discretion upon reasonable notice to you. The warranty for such Online Services and/or Live Content is provided in accordance with your statutory rights as a consumer which will always prevail.

For residents in North America-- **BINDING ARBITRATION AND CLASS ACTION WAIVER:**

READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

These **BINDING ARBITRATION AND CLASS ACTION WAIVER** provisions apply to you if you are domiciled in and/or acquired and use the Program in the United States. These provisions may also apply to you if you are domiciled in and/or acquired and use the Program from outside the United States. See **JURISDICTION AND APPLICABLE LAW** below for details.

Either party may initiate binding arbitration as the sole means to formally resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to this Agreement (including its interpretation, formation, performance and breach), the parties' relationship with each other and/or your use of the Program shall be finally settled by binding arbitration administered by JAMS in accordance with the provisions of its Comprehensive Arbitration Rules or Streamlined Arbitrations Rules, as appropriate, excluding any rules or procedures governing or permitting class actions. This arbitration provision is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act (the "FAA") shall apply to the interpretation, applicability, enforceability and formation of this Agreement notwithstanding any other choice of law provision contained in this Agreement. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this Agreement, including without limitation any claim that all or any part of this Agreement is void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

The JAMS Rules governing the arbitration may be accessed at <http://www.jamsadr.com/> or by calling JAMS at (800) 352-5267. Your arbitration fees and your share of arbitrator compensation shall be governed by the JAMS Comprehensive Arbitration Rules and, to the extent applicable, the Consumer Minimum Standards, including the then-current limit on arbitration filing fees. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Bungie will pay the additional cost. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

Location: If you are a resident of the United States, arbitration will take place at any reasonable location within the United States convenient for you. For residents outside the United States, arbitration shall be initiated in King County, Washington, and you agree to submit to the personal jurisdiction of any federal or state court in King County, Washington, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

Class Action Waiver: The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis.
YOU, ON THE ONE HAND, AND BUNGIE, ON THE OTHER HAND, AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

Exception - Litigation of Intellectual Property and Small Claims Court Claims:

Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court that only asserts claims for patent infringement or invalidity, copyright infringement, moral rights violations, trademark infringement, and/or trade secret misappropriation, but not, for clarity, claims related to the license granted to you for the Program under this Agreement. Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

30 Day Right to Opt Out: You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in the "Binding Arbitration," "Location," and "Class Action Waiver" paragraphs above by sending written notice of your decision to opt-

out to the following address: Bungie, Inc., 550 106th Ave NE #207, Bellevue, Washington 98004, Attn: Legal. The notice must be sent within 30 days of purchasing the Program (or if no purchase was made, then within 30 days of the date on which you first access or use the Program and agree to these terms); otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, Bungie also will not be bound by them.

Changes to this Section: Bungie will provide 60-days' notice of any changes to these sections regarding "BINDING ARBITRATION" and "CLASS ACTION WAIVER."

Changes will become effective on the 60th day and will apply prospectively only to any claims arising after the 60th day.

MISCELLANEOUS: This Agreement is the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement shall not be affected. To the extent permitted by applicable law: (i) this Agreement shall be construed under Washington law as such law is applied to agreements between Washington residents entered into and to be performed within Washington, except as governed by federal law, and (ii) you consent to the exclusive jurisdiction of the state and federal courts in King County, Washington.